

**EXHIBIT B**  
**LONG-FORM NOTICE**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
**IN RE HONEST MARKETING LITIGATION**

**No. 16-CV-01125**

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**TO: All United States residents who purchased certain Honest Diapering, Cleaning or Personal Care products between January 17, 2012 and [Month] [Day], [Year].**

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

***A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

- A settlement ("Settlement") has been proposed in the class action lawsuit referenced above pending in the United States District Court for the Southern District of New York ("Action"). A list of the Honest products at issue is included in Section 2 of this Notice. You may be a class member in the proposed settlement and may be entitled to participate in the proposed settlement.
- The United States District Court for the Southern District of New York has ordered the issuance of this notice in this Action. The Honest Company, Inc. ("Honest") denies it did anything wrong and has defended itself throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- If the Court gives final approval to the Settlement, Honest will provide for each Class Member who properly and timely completes and submits a Claim Form either, at the Class Member's election, a check or a Settlement Credit usable for a future purchase at Honest.com, subject to the additional conditions explained later in this notice. You may be eligible to obtain \$2.50 for each purchase of a Product for up to ten (10) Products without Proof of Purchase and unlimited Products with Proof of Purchase, if you qualify and submit a valid Claim Form. The value of a Class Member's award depends upon the number of relevant products he or she purchased and the number of persons who participate in the Settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	This is the only way to get an award under the Settlement.  Visit the Settlement website located at <a href="http://www.[xxxx].com">www.[xxxx].com</a> to obtain a Claim Form.	Deadline: <b>[Month] [Day], [Year]</b>
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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive an award under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Honest regarding the allegations in the Action ever again.	Deadline: [Month] [Day], [Year]
<b>OBJECT</b>	You may write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: [Month] [Day], [Year]
<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs' request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you submitted to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so.</p>	Hearing Date: [Month] [Day], [Year]
<b>DO NOTHING</b>	You will not receive a Settlement award under the Settlement. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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## BACKGROUND INFORMATION

### 1. *Why did I get this notice?*

You received this Notice because a Settlement has been reached in this Action. If you are a member of the Settlement Class you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. *What is this lawsuit about and what Honest products are at issue?*

Plaintiffs Rose Marcotrigiano, Aviva Kellman, Julie Hedges, Dreama Hembree, Candace Hiddlestone, Ethel Lung, Shane Michael, Jonathan D. Rubin, and Stavroula Da Silva (the "Representative Plaintiffs") filed lawsuits against Honest on behalf of themselves and all others similarly situated. The lawsuits allege that Honest engaged in unfair and deceptive practices related to its marketing, advertising and labeling of certain Honest products.

The products are: 4-in-1 Laundry Packs, 3-in-1 Facial Towelettes, Air + Fabric Freshener, Auto Dishwasher Gel, Bar Soap, Bathroom Cleaner, Bathroom Cleaner Concentrate, Bathtime Gift Set, Bubble Bath, Conditioner, Conditioning Detangler, Deodorant, Diapers, Discovery Set, Dish Soap, Dishwasher Packs, Dryer Cloths, Essentials Gift Bundle, Essentials Bundles, Face + Body Lotion, Floor Cleaner, Floor Cleaner Concentrate, Foaming Hand Soap, Fruit + Veggie Wash, Glass + Window Cleaner, Glass + Window Cleaner Concentrate, Hand Sanitizer Gel, Hand Sanitizer Spray, Hand Soap, Housewarming Gift Set, Kids' Toothpaste, Laundry Detergent, Mouthwash, Multi-Surface Cleaner, Multi-Surface Cleaner Concentrate, Nesting Gift Set, Oxy Boost, Rinse Aid, Shampoo + Body Wash, Soothing Bottom Wash, Stain Remover, Stain Remover Concentrate, SPF 30 Sunscreen, Toilet Cleaner, Toothpaste, Wet Mopping Pads, Wipes, and Wipes - Travel Packs (collectively, "Products").

Honest denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Honest further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiffs' claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see



Section 20 below.

### **3. *Why is this a class action?***

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Rose Marcotrigiano, Aviva Kellman, Julie Hedges, Dreama Hembree, Candace Hiddlestone, Ethel Lung, Shane Michael, Jonathan D. Rubin, and Stavroula Da Silva) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Honest, is called the Defendant.

### **4. *Why is there a Settlement?***

The Representative Plaintiffs have made claims against Honest. Honest denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiffs or Honest should win this Action or any of the other pending actions. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

### **5. *How do I know if I am part of the Settlement?***

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons residing in the United States who purchased, and did not subsequently return, the Products between January 17, 2012 and [Month] [Day], [Year]. (See Section 2 for the list of Products.) Excluded from the Class are companies that purchased the Products at wholesale for resale, Defendant's Counsel, Defendant's officers and directors, and the judge presiding over the Action.

### **6. *I'm still not sure if I am included.***

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is [xxxx]@[xxxx].com and the U.S. postal (mailing) address is [Address] [City], [State] [Zip Code].

## **THE PROPOSED SETTLEMENT**

### **7. *What relief does the Settlement provide to the Class Members?***

If you are a Class Member, you are eligible to receive a share of the Settlement Amount, by timely and validly claiming, through submission of a claim form, \$2.50 for each purchase of a Product for up to ten (10) Products without Proof of Purchase and unlimited Products with Proof of Purchase for either your choice of U.S. Dollars or a Credit for a future purchase at Honest.com, with the actual value of the share depending on the amount you paid for the Products you purchased and the number of timely and valid claims submitted by Class Members, as described below, and more fully in the Settlement.

- In order to verify retail purchases (i.e., purchases not on Honest.com) of Products

the Class Member must submit to the Claims Administrator a receipt.

- Online purchases on Honest.com of Products the Class Member made will be considered verified if the purchases are reflected in Honest's records.
- The award to each class member will be determined by the following formula:
  - First subtract from the "Settlement Payment" of \$7,350,000 payments to the Representative Plaintiffs (discussed in Section 12 below), payments to the attorneys representing the Class (discussed in Section 11 below) and payments to the Claims Administrator for providing notice to the Class and to administer the Settlement. This is the "Net Settlement Amount." Assuming the Court grants the Representative Plaintiffs and their counsel their full requested payments (\$\_\_\_\_\_ and \$\_\_\_\_\_, respectively), and a reimbursement to the Claims administrator of \$\_\_\_\_\_, the Net Settlement amount would be \$\_\_\_\_\_.
  - The Claims Administrator shall calculate the total amount of Settlement Payments and Credits timely and validly claimed by Authorized Claimants. The sum of the Settlement Payments and Credits claimed shall be the "Total Amount Claimed."
  - The Net Settlement Amount shall be divided by the number of Total Amount Claimed; the resulting figure is the "Pro Rata Multiplier".
  - For each Authorized Claimant, the Claims Administrator shall multiply the amount of Settlement Payment or Credits he or she timely and validly claimed by the Pro Rata Multiplier. The resulting figure shall be the Gross Allocated Amount for each such Authorized Claimant.
- The terms and conditions of the Settlement Credit are as follows: (a) to use the Credit, the Authorized Claimant must already have or must create an Honest.com account; (b) Credits will be available to upload at Honest.com for nine (9) months after transmission, but once applied by the Authorized Claimant to his or her Honest account the Credits will not expire; (c) Credits can only be loaded into an Honest.com account once, but once loaded can be applied to multiple purchases if sufficient funds are available; (d) Credits are not redeemable for gift cards or cash, including no cash back; (e) Credits will not be valid for prior purchases; and (f) Credits will not be replaced if lost, stolen, expired, or damaged.

As explained more fully in the Settlement, Honest also agrees to implement the following regarding its labeling practices for the Products: (a) Honest will not place on labels for the Products statements that the Products are "all natural" or "100% natural." Honest agrees to implement the terms of this subparagraph on or before three (3) months after the Final Settlement Date; (b) Honest will not place on labels for the Products the phrase "no harsh chemicals, ever!" if the Products contain Methylothiazolinone or Cocamidopropylamine oxide in an amount that is more than incidental. Honest agrees to implement the terms of

this subparagraph on or before twelve (12) months after the Final Settlement Date; (c) To the extent the labels describe the finished Product as “natural,” “naturally derived,” “plant-based” and/or “plant-derived” Honest will: (i) Define the term(s) on its website; (ii) For the Product(s) using the term(s), space permitting and where appropriate, provide the URL to the Company’s website; (iii) Define the term(s) either: (A) in reference to the Product’s bio-content as meeting the testing standards specified by the U.S. Department of Agriculture “biobased” certification program, or (B) based on regulatory and statutory definitions, such as those in the European Union. Honest agrees to implement the terms of this subparagraph on or before twelve (12) months after the Final Settlement Date.

## HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM

### 8. *How can I get a Settlement Award?*

To qualify for a Settlement award, you must send in a Claim Form. A Claim Form is available by clicking [HERE](#) or on the Internet at the website [www.\[xxxx\].com](http://www.[xxxx].com). The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by [Month] [Day], [Year] or submit it online on or before 11:59 p.m. (Pacific) on [Month] [Day], [Year].

### 9. *When will I get a Settlement award?*

As described in Sections 17 and 18, the Court will hold a hearing on [Month] [Day], [Year] at [time], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.\[xxxx\].com](http://www.[xxxx].com). *Please be patient.*

## THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

### 10. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Phillips, Erlewine, Given & Carlin LLP, Lockridge Grindal Nauen PLLP, The Richman Law Group, The Golan Firm, Terrell Marshall Law Group PLLC, and Finkelstein Blankinship Frei-Pearson & Garber LLP (“Co-Lead Settlement Plaintiffs’ Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 11. *How will the lawyers be paid?*

Co-Lead Settlement Plaintiffs’ Counsel, and any other attorneys involved in bringing the Action and similar actions, will petition the Court to receive attorneys’ fees and costs up to \$2,450,000 (total). The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any



attorneys' fees or costs.

**12. Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?**

The Representative Plaintiffs will request a service award of up to \$5,000 (each) for their services as class representatives and their efforts in bringing the Action and related actions. The Court will make the final decision as to the amount to be paid to the class representatives.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Honest. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Honest regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website [www.\[xxxx\].com](http://www.[xxxx].com) contains the full terms of the release.

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

**14. How do I exclude myself from the Settlement?**

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: **(a)** the name and case number of the action – “*In re Honest Marketing Litigation*, S.D.N.Y. Case No. 16-cv-01125”; **(b)** the full name, address, and email address associated with the Class Member's Honest account (if the Class Member has an Honest account) of the person requesting exclusion; and **(c)** a statement that he/she does not wish to participate in the Settlement, postmarked no later than [Month] [Day], [Year] to the Claims Administrator at:

*Honest Marketing Litigation Settlement*

c/o \_\_\_\_\_

[Address]

\_\_\_\_\_[City] [State], [Zip Code] \_\_\_\_\_

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Honest based on the conduct complained of in the Action.

**HOW TO OBJECT TO THE SETTLEMENT**

**15. How do I tell the Court that I disagree with the Settlement?**

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness

Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider the attorneys' who initiated the Action's request for an award of attorneys' fees and costs, and a service award to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit the objection no later than (*i.e.*, postmarked by) [Month] [Day], [Year] to the Claims Administrator at:

*Honest Marketing Litigation Settlement*

c/o \_\_\_\_\_

[Address]

[City] [State], [Zip Code]

Any written objections must state: **(a)** the name and case number of the action – “*In re Honest Marketing Litigation*, S.D.N.Y. Case No. 16-cv-01125”; **(b)** the full name, address, email address associated with the Class Member's Honest account (if the Class Member has an Honest account), and if the Class Member is a retail (*i.e.*, not Honest.com) purchaser, the approximate date, location and seller where the Class Member purchased the Product; and **(c)** the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention. The objection shall be verified by a declaration under the penalty of perjury or a sworn affidavit regarding the facts supporting the objector's status as a Class Member. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits. You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to “Notice of Intention to Appear”.

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written brief, which must also contain a list of any such witnesses and a summary of each witness' expected testimony.

***16. What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is

telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## FAIRNESS HEARING

### **17. *What is the Fairness Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to the attorneys who initiated the Action; and to consider the request for a service award to the Representative Plaintiffs.

### **18. *When and where is the Fairness Hearing?***

On [Month] [Day], [Year] at [time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Judge Victor Marrero, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, Courtroom 11B, on \_\_\_\_\_, 2017, at \_\_\_\_am/pm. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxxx\].com](http://www.[xxxx].com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

### **19. *May I speak at the hearing?***

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

## ADDITIONAL INFORMATION

### **20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: [www.\[xxxx\].com](http://www.[xxxx].com). Alternatively, you may contact the Claims Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the U.S. postal (mailing) address: [Address] [City], [State], [Zip Code].

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit [www.pacer.gov](http://www.pacer.gov) or the Clerk's office at 500 Pearl Street, New York, NY 10007. The Clerk



will tell you how to obtain the file for inspection and copying at your own expense.

**21. What if my address or other information has changed or changes after I submit a Claim Form?**

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Honest Marketing Litigation Settlement*

c/o \_\_\_\_\_

[Address]

[City] [State], [Zip Code]

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**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**